

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
MASSAC COUNTY, ILLINOIS

RECEIVED  
MAY 24 1983  
OFFICE OF THE CLERK  
SUPREME COURT, U.S.

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, a  
corporation,

Plaintiff,

vs.

No. 81-L-1

GEORGE A. SCHNEEMAN, JR.  
DIANE SCHNEEMAN, PADUCAH BANK  
& TRUST COMPANY, PADUCAH, KENTUCKY,  
a corporation, INTERNATIONAL  
HARVESTER CREDIT CORPORATION,  
CERRO CORPORATION, FRONTIER SPAR  
CORPORATION, FIVE RESOURCES, INC.,  
TEXAS PACIFIC OIL CO., INC., and  
UNKNOWN OWNERS,

Defendants.

82-2065

**FILED**

MAR 30 1981

*John H. Meehan*  
CLERK OF THE CIRCUIT COURT  
FIRST JUDICIAL CIRCUIT  
MASSAC COUNTY, ILLINOIS

DECREE OF FORECLOSURE AND SALE

This day comes the Plaintiff, JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a corporation, by its attorneys, William F. Meehan and David untognoli.

And it appearing to the Court that the Plaintiff heretofore commenced this action by filing its Complaint hereto; that the affidavit required to make UNKNOWN OWNERS Defendants of this action as duly filed and UNKNOWN OWNERS having been duly and regularly made party Defendants to this action in the manner provided by law.

And the Court having examined the files and records in this cause and having heard evidence and being fully advised in the premises, finds that each of the Defendants in this case has been duly and properly brought before this Court, either through service of summons, answer, publication, publication and mailing, or entry of appearance, all in manner provided by law; and that due and proper notice has been given to each of the Defendants during the progress of this cause, as required by law; that this Court now has jurisdiction of all of the parties to this cause and the subject matter hereof.

And it further appearing to the Court that the Defendants, George Schneeman, Jr., Diane Schneeman, International Harvester Credit

Corporation, Cerro Corporation, Frontier Spar Corporation, Five Resources, Inc., Texas Pacific Oil Co., Inc., and Unknown Owners, have all failed to plead, but therein made default, and an Order of Default has been heretofore entered against Defendants, George A. Schneeman, Jr., Diane Schneeman, International Harvester Credit Corporation, Cerro Corporation, Frontier Spar Corporation, Five Resources, Inc., Texas Pacific Oil Co., Inc., and Unknown Owners, herein;

And it further appearing to the Court that Defendant Paducah Bank and Trust Company, Paducah, Kentucky, has filed an answer to Plaintiff's complaint claiming a junior mortgage upon the real estate described in Exhibit "A", attached hereto and incorporated herein by reference.

And it further appearing to the Court that this cause coming on now to be heard upon the Plaintiff's Complaint, Answer of Paducah Bank and Trust Company, Paducah, Kentucky, and upon all other pleadings and affidavits and upon all the files, matters and order of record herein;

And it further appearing to the Court that due notice of the presentation of this Decree has been given to all parties entitled thereto, and the Court being fully advised in the premises, does find from the files, records and competent evidence herein as follows:

1. That all the material allegations of the Plaintiff's Complaint are true and proven, and that by virtue of the mortgage and the evidence of the indebtedness secured thereby alleged in the Complaint, there is due to the Plaintiff, and it has valid and subsisting lien on the property described in Exhibit "A" for the following amounts:

(a) Principal and accrued interest on note secured by Plaintiff's mortgage as of 3/30/81 . . . . .	\$357,345.51
(b) Advances and expenses of foreclosure with interest thereon as of 3/30/81 . . . . .	2,110.74
(c) Attorneys fees as of 3/30/81. . . . .	11,328.00

(d) Anticipated additional costs. . . . . 500.00

TOTAL . . . . . \$371,284.25

2. That in said mortgage it is provided that the attorneys  
~~for the Plaintiff and Defendant~~  
fees; that the sum of \$11,328.00 has been included in  
the above indebtedness as for said attorneys' fees as  
provided in said mortgage; that said sum is usual,  
customary and reasonable charge made by attorneys in  
like cases; and that said sum is hereby allowed to the  
Plaintiff.
3. That under the provisions of said mortgage to Plaintiff,  
the costs of this foreclosure incurred by Plaintiff and  
advances made by Plaintiff to protect its interest in the  
premises, together with interest thereon at the rate of  
12 3/4% per annum, are an additional indebtedness for  
which the Plaintiff should be reimbursed and such ex-  
penses are hereby allowed to the Plaintiff.
4. That the mortgage described in the Complaint and hereby  
foreclosed appears of record in the Office of the Recorder  
of Deeds of Massac County, Illinois in Book 182, Pages 99  
through 103 and in the Office of the Recorder of Deeds  
of Pope County, Illinois in Book 463 through 465.
5. That the rights and interest set forth below of all parties  
to this cause in and to the property described in Exhibit  
"A" are inferior to the lien of the Plaintiff heretofore  
mentioned:

- (a) Paducah Bank and Trust Company, Paducah, Kentucky,  
Security Agreement dated April 1, 1980, filed  
for record in Massac County, Illinois, as  
Instrument No. 12348; Mortgage dated April  
1, 1980, filed for record in Massac County,  
Illinois, in Book 187, pages 17 through 19.
- (b) International Harvester Credit Corporation,

two Financing Statements filed as Instrument No. 12673 and 12382 in Massac County, Illinois. Instrument No. 12673 was filed on October 6, 1980, Instrument No. 12382 was filed on April 28, 1980.

- (c) Cerro Corporation, Lease Agreement with Option to Purchase to Cullum Mining Company dated March 18, 1971, recorded in Volume 116 at pages 271-275, said Lease assigned to Cerro Corporation dated May 26, 1972, recorded in Volume 158 of Records at pages 76-78, Massac County, Illinois Recorder's Office.
- (d) Frontier Spar Corporation, Mortgage Deed from Frontier Spar Corporation to Five Resources, Inc., dated August 9, 1973, recorded in Book 128 at pages 242-257, Massac County, Illinois.
- (e) Texas Pacific Oil Company, Inc., Oil and Gas Lease dated July 17, 1978, recorded September 13, 1978, in Volume 174 of Records at pages 7-9 in Massac County, Illinois, and recorded September 22, 1978 in Book 7 at page 145 in Pope County, Illinois. Oil and Gas Lease dated July 12, 1978, recorded September 13, 1978 in Book 174 Pages 5-7, Massac County, IL.
- (f) Five Resources, Inc., see No. (d) above.

6. That the mortgage sought to be foreclosed herein was executed after August 7, 1961; that the liens and redemption rights of said mortgages are not to be governed by the provisions of Section 18 (a), 18 (b) 18 (c) or 18 (d) of Chapter 77, and that George A. Schneeman, Jr., Diane Schneeman, Paducah Bank and Trust Company, Paducah, Kentucky, International Harvester Credit Corporation, Cerro Corporation, Frontier Spar Corporation, Five Resources, Inc., Texas Pacific Oil Company., Inc., and Unknown Owners are the owners of the equity of redemption.



IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that unless within three (3) days from the entry of this Decree, there shall be paid to the Plaintiff the sum of the principal balance, accrued interest, costs of suit and attorneys' fees mentioned in paragraph one of this Decree, with interest thereon at the lawful rate, together with all the said costs taxed herein, the real estate hereinabove described together with all improvements thereof and appurtenances belonging thereto or so much thereof as may be necessary to pay the amounts found due and which may be sold separately without material injury to the parties in interest, be sold at public vendue to the highest and best bidder, for cash by a Judge of Massac County, Illinois, in a courtroom of the Massac County Courthouse Building, in the City of Metropolis, County of Massac, and State of Illinois.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said Judge give public notice of the date, time, place and terms of said sale (a) by publishing the same at least once in each week for three successive weeks in a secular newspaper of general circulation published in the City of Metropolis, County of Massac, and State of Illinois, the first publication to be not less than twenty days before the date of said sale, and (b) by placing written or printed notices thereof in at least 3 of the most public places in the counties where the real estate is situated, specifying the name of the judgment creditor and judgment debtor in the judgment in all of which notices the real estate to be sold shall be described with reasonable certainty; that said Judge in his discretion, for good cause shown, may adjourn said sale from time to time by appearing and notifying all parties present of the date and time of such continuance without further publication; that the Plaintiff or any of the parties to this cause may become the purchaser or purchasers at such sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said Judge, upon making such sale, shall with all convenient speed, report the same to the Court for its approval and confirmation, and he shall likewise report the distribution of the proceeds of sale and his acts and doings in connection therewith; that out of the proceeds of such sale, he shall make distribution in the following order of

priority:

- (a) for his fees, disbursements and commissions on such sale;
- (b) to the plaintiff all costs of suit, attorneys' fees and other expenses of litigation, all monies advanced by Plaintiff, all accrued interest remaining unpaid on the indebtedness secured by the mortgage herein foreclosed, and all of said principal remaining unpaid, all as specified in paragraph one herein;
- (c) to all Defendants as ordered by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Judge take receipts from the respective parties to whom he may have made payments as aforesaid, and file the same with his Report of Sale and Distribution in this Court; that, if after the payments of all the foregoing items, there shall be a remainder, he hold the surplus subject to the further order of this Court, and if there be not sufficient funds to pay in full the amounts found due in paragraph one herein, he shall specify the amount of deficiency in his report of sale; that a deficiency decree for such amount, if any be at that time entered against the defendants, George A. Schneeman, Jr. and Diane Schneeman, that said defendants be directed to pay the same, and that judgment be entered therefor against said defendants at said time and that execution issue thereon; and further that said deficiency decree stand as a lien and apply against the rents, issues and profits accruing from said premises during the period of redemption; and that a receiver be appointed upon the application of Plaintiff to collect said rents, issues and profits and to apply them upon said deficiency.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all the owners of the equity of redemption in the premises hereinabove described were served with summons or by publication as required by law on the dates set forth by their names:

- |                             |         |
|-----------------------------|---------|
| 1. George A. Schneeman, Jr. | 1-14-81 |
| 2. Diane Schneeman          | 1-14-81 |

3. Paducah Bank and Trust Company	1-28-81
4. International Harvester Credit Corp.	1-26-81
5. Cerro Corporation	1-23-81
6. Frontier Spar Corporation	1-23-81
7. Five Resources, Inc.	2-26-81
8. Texas Pacific Oil Co., Inc.	1-23-81
9. Unknown Owners	2-5-81;

that if the premises so sold shall not have been redeemed by the aforesaid respective owners of equity of redemption within twelve months from the aforementioned respective dates set forth above by their names, or, within six months from the date of said sale, whichever be later, then the defendants and all persons claiming under them, or any of them since the commencement of this suit, be forever barred, foreclosed of and from all rights and equity of redemption or claim of, in and to said premises or any part thereof, and in case said premises shall not be redeemed as aforesaid, then upon production to said Judge or Associate Judge or his successor of said certificate or certificates of sale by the legal holder thereof, said Judge or Associate Judge shall execute and deliver to him a good and sufficient deed of conveyance of said premises; and that thereupon the grantee or grantees in such deed or his or her legal representatives or assigns be let into possession of said premises, and that any of the parties to this cause who shall be in possession of said premises or any portion thereof, or any person who may have come into such possession under them, or any of them, since the commencement of this suit shall, upon the production of said Judge's or Associates Judge's deed of conveyance, surrender possession of said premises to said grantee or grantees, his or her representatives or assigns, and in default of so doing, a writ of assistance shall issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the attorney for plaintiff may withdraw from the files of this cause all original exhibits offered in evidence by him.

The Court hereby retains jurisdiction of the subject matter of this cause and of all the parties hereto, for the purpose of enforcing

this decree, and expressly finds that there is no just reason  
for delaying the enforcement of this decree or an appeal therefrom.

ENTER: March 30, 1961

Donald Lunny  
Judge



IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
MASSAC COUNTY, ILLINOIS

JOHN HANCOCK MUTUAL LIFE INSURANCE  
COMPANY, a corporation,

Plaintiff,

vs.

GEORGE A. SCHNEEMAN, JR., DIANE  
SCHNEEMAN, PADUCAH BANK AND TRUST  
COMPANY, PADUCAH, KENTUCKY, a  
corporation, INTERNATIONAL HARVESTER  
CREDIT CORPORATION, CERRO CORPORATION,  
FRONTIER SPAR CORPORATION, FIVE  
RESOURCES, INC., TEXAS PACIFIC OIL  
CO., INC., and UNKNOWN OWNERS,

Defendants.

No. 81-L-1

**FILED**

MAY 14 1981

*John H. Manner*  
CLERK OF THE CIRCUIT COURT  
FIRST JUDICIAL CIRCUIT  
MASSAC COUNTY, ILLINOIS

JUDGE'S REPORT AND CONFIRMATION OF SALE

The undersigned, Judge of the Circuit Court of Massac County, Illinois, reports that in pursuance of a Decree of said Court for Foreclosure of Mortgage, entered on the 30th day of March, 1981, in the above entitled cause, after having duly advertised the property mentioned in said Decree according to law and the Decree, I did, on the 8th day of May, 1981, at 9:00 a.m., in the Courtroom of the Massac County Courthouse, Metropolis, Illinois, offer, strike off and sell at public auction the property described in Exhibit "A" attached hereto and incorporated herein by reference to John Hancock Mutual Life Insurance Company, a corporation, subject to the equity of redemption, for the sum of \$374,763.13, it being the highest and best bid therefor.

According to the terms of said Decree of Sale, there was due to plaintiff on the date of such sale for principal, interest, costs and attorneys fees, the sum of \$371,284.25, together with interest from the date of said Decree to the date of sale in the amount of \$3,478.88, making the total amount due to plaintiff the sum of \$374,763.13.

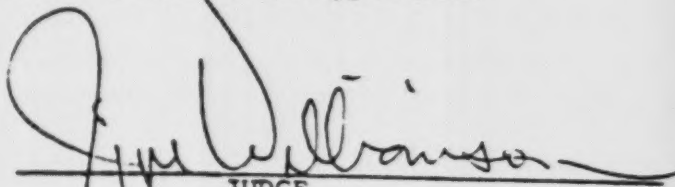
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the above described sale be, and the same hereby is,

in all respects approved, ratified and confirmed.

2. That a Certificate of Sale be issued and delivered to the purchaser herein and that duplicates thereof be filed in the Office of the Recorder of Deeds of Massac and Pope Counties, Illinois.

3. That this Court reserves and retains jurisdiction over the subject matter of this suit in so far as it may be necessary to make and enter any and all proper orders with reference to the appointment of a receiver for said premises hereinabove described and with reference to the management of said premises by such receiver as may be appointed by this Court, and with reference to any and all receivership matters, if a receiver be appointed.

  
JUDGE

DATED: May 11, 1981

**PARCEL I:** The West One-half of the Southwest Fourth of the Southwest Quarter of Section 17; 13 1/3 acres off the East side of the North Fourth of the Northeast Quarter of Section 19; the Northwest Fourth of the Northwest Quarter of Section 20; 13 1/3 acres off the East side of the South One-half of the Southeast Quarter of Section 18, except parcel of ground lying East of the Blacktop Road, beginning at a point 100 feet South of the access road, running thence South 240 feet; thence East 400 feet; thence North 240 feet; thence West 400 feet to the point of beginning, AND the Northeast Fourth of the Northeast Quarter of Section 19, all of the above being in Township 14 South, Range 5 East of the 3rd P.M., Massac County, Illinois, excepting therefrom rights-of-way of public roads.

**PARCEL II:** The South One-half of the Southeast Quarter of Section 17; The Southeast One-fourth of the Southwest Quarter of Section 17; The East One-half of the Southwest One-fourth of the Southwest Quarter of Section 17, all of the above being in Township 14 South, Range 5 East of the 3rd P.M., Massac County, Illinois, excepting therefrom rights-of-way of public roads.

**PARCEL III:** The Southeast One-fourth of the Northeast Quarter of Section 20, Township 14 South, Range 5 East of the 3rd P.M., except the right-of-way of State Highway 145, AND The Northeast One-fourth of the Northeast Quarter of Section 20, Township 14 South, Range 5 East of the 3rd P.M., excepting 2.19 acres along the East side thereof heretofore conveyed for purposes of a public road, Massac County, Illinois.

**PARCEL IV:** The Northeast One-fourth of the Northwest Quarter of Section 20 and the Northwest One-fourth of the Northeast Quarter of Section 20, Township 14 South, Range 5 East of the 3rd P.M., Massac County, Illinois, excepting therefrom rights-of-way of public roads.

**PARCEL V:** The South One-half of the Northeast Quarter of Section 7 Township 14 South, Range 5 East of the 3rd P.M., Massac County, Illinois, and the South One-half of the Northwest Quarter of Section 7 Township 14 South, Range 5 East of the 3rd P.M., Massac and Pope Counties, Illinois, excepting therefrom rights-of-way of public roads.

Excepting therefrom a Partial Release of Plaintiff's Mortgage, which Release was recorded in Volume 187 at pages 99-100 in the Office of the Recorder of Deeds, Massac County, Illinois.

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
 MASSAC COUNTY, ILLINOIS

JOHN HANCOCK MUTUAL LIFE INSURANCE	)	
COMPANY, a corporation,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 81-L-1
	)	
GEORGE A. SCHNEEMAN, JR., DIANE	)	
SCHNEEMAN, PADUCAH BANK AND TRUST	)	
COMPANY, PADUCAH, KENTUCKY, a	)	
corporation, INTERNATIONAL HARVESTER	)	
CREDIT CORPORATION, CERRO CORPORATION,	)	
FRONTIER SPAR CORPORATION, FIVE	)	
RESOURCES, INC., TEXAS PACIFIC OIL	)	
CO., INC., and UNKNOWN OWNERS,	)	
	)	
Defendants.	)	

JUDGE'S DEED

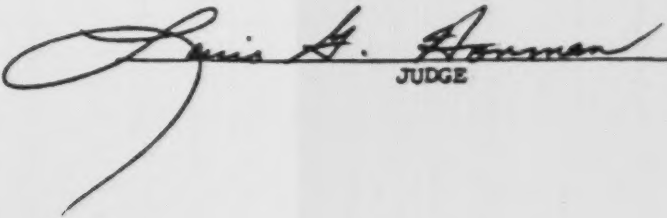
Pursuant to and under the authority conferred by the provisions of a Decree entered by the Circuit Court of Massac County, Illinois, on March 30, 1981, in Case No. 81-L-1 entitled John Hancock Mutual Life Insurance Company, a corporation, Plaintiff, vs. George A. Schneeman, Jr., Diane Schneeman, Paducah Bank and Trust Company, Paducah, Kentucky, a corporation, International Harvester Credit Corporation, Cerro Corporation, Frontier Spar Corporation, Five Resources, Inc., Texas Pacific Oil Co., Inc., and Unknown Owners, Defendants, in accordance with which the property hereinafter described was sold at public sale on May 8, 1981, to John Hancock Mutual Life Insurance Company, a corporation, it being the highest and best bidder therefore, the time and place of such sale having been duly advertised according to law, the sale having been conducted by the Honorable Jim Williamson, a Judge of the Circuit



Further excepting the property described in Partial Release recorded in Volume 187 at pages 99-100 in the Office of the Recorder of Deeds, Massac County, Illinois,

hereby conveying to John Hancock Mutual Life Insurance Company, a corporation and its successors and assigns all right, title and interest formerly held by George A. Schneeman, Jr. and Diane Schneeman and all parties claiming through or under them in and to the property.

In Witness Whereof, I have executed this Deed, consisting of three pages, this page included, this 10<sup>th</sup> day of MAY, 1983.

  
JUDGE

OFFICE OF THE CLERK  
SUPREME COURT OF THE UNITED STATES  
WASHINGTON, D. C. 20543

May 25, 1983

82-2065

Mr. George Alvin Schneeman, Jr.  
R. R. 4  
Metropolis, Illinois 62960

RE: George Alvin Schneeman, Jr.  
v. Donald Lowery, District Judge,  
Massac, Illinois, et al.

Dear Mr. Schneeman:

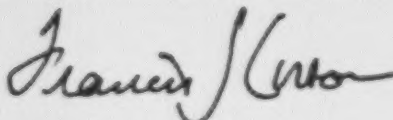
Your petition for a writ of prohibition directed to the District Court of Massac County, Illinois, was received May 24, 1983 and is returned for failure to comply with Rules 26 and 27 and the Rules of the Supreme Court. There are not attached to the petition copies of any judgments of the appellate courts of Illinois to show that relief has first been sought and denied in those courts.

Your reliance upon Article III of the Constitution of the United States to confer original jurisdiction on this Court to hear the matter is misplaced.

Your check in the amount of \$200.00 is herewith returned.

Very truly yours,

ALEXANDER L. STEVAS, Clerk

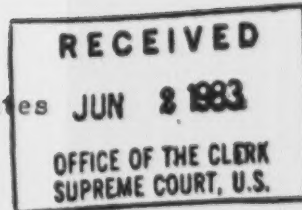
By 

Francis J. Lorson  
Chief Deputy Clerk

rjb  
cc: The Honorable Donald Lowery

June 1, 1983

Office of the Clerk  
Supreme Court of the United States  
Washington, D.C. 20543

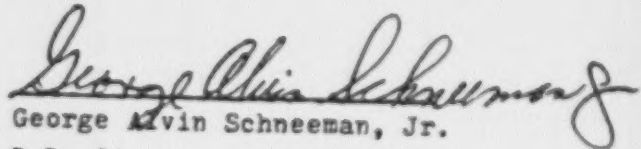


Dear Sirs:

The jurisdiction of the Court is well spelled out in the Petition for Writ of Prohibition.

As a citizen operating at law, and not enjoying any maritime adventure for profit under limited liability for the payment of debt, the U.S. Supreme Court is the only Court that has the jurisdiction in that the fact it is a maritime matter of maritime limited liability for the payment of debt, encroaching upon the common law and therefore the U.S. Supreme Court is the only Court that has the jurisdiction to issue the Writ.

Yours truly,



George Alvin Schneeman, Jr.

R.R. #4

Metropolis, Illinois 62960

OFFICE OF THE CLERK  
SUPREME COURT OF THE UNITED STATES  
WASHINGTON, D. C. 20543

June 3, 1983

Mr. George Alvin Schneeman, Jr.  
R. R. #4  
Metropolis, Illinois 62960

RE: George Alvin Schneeman, Jr.  
v. Donald Lowery, District Judge,  
Massac County, Illinois, et al.

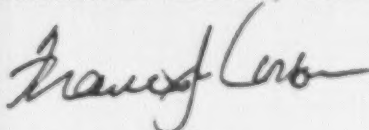
Dear Mr. Schneeman:

Your petition for writ of prohibition was received again June 2, 1983. As we discussed by telephone on June 1, 1983, until and unless relief has been sought and denied through all the appropriate Illinois state courts, this Court is without jurisdiction to review the judgment of the District Court of Massac County, Illinois. The jurisdiction of the Supreme Court to review judgments of state courts is found in 28 U.S.C. §1257. Your reference to 28 U.S.C. §1651(a) is misplaced inasmuch as no final judgment by the highest court of Illinois in which such judgment could be had has been entered. In aid of this Court's jurisdiction under 28 U.S.C. §1651(a) there must be such a judgment.

Very truly yours,

ALEXANDER L. STEVAS, Clerk

By



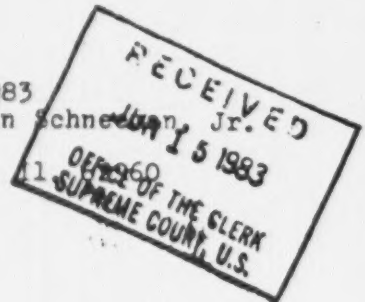
Francis J. Lorson  
Chief Deputy Clerk

rjb  
encl.



June 13, 1983

George Alvin Schneeman, Jr.  
R.R.#4  
Metropolis, Ill.



Francis J. Lorson  
Office of the Clerk  
Supreme Court of the United States  
Washington, D.C. 20543

Re: George Alvin Schneeman, Jr. v.  
Donald Lowery, District Judge,  
Massac County, Illinois, et al.

82-2045

Dear Mr. Lorson:

We are returning the returned petition because the U.S. Supreme Court is the only court with the Jurisdiction to hear the instant case, because the state of Illinois has usurped a Federal Power via of a Federal Statute, namely 46 U.S.C.. There are no state statutes involved, therefore it is a Federal question and comes under Article III, Section 2, Subsection 2.

I respectfully demand that this Writ be accepted.

Yours, truly,

A handwritten signature in cursive script that reads "George Alvin Schneeman, Jr.".

George Alvin Schneeman, Jr.